

**North Canton City Council Notice  
Committee of the Whole Agenda  
Monday, November 6, 2017 - 7:00 p.m.**

North Canton City Council will meet as a Committee of the Whole **Monday, November 6, 2017 at 7:00 p.m.** in Council chambers at North Canton City Hall.

Items to be discussed.

1. Community and Economic Development Committee

Chairperson: Marcia Kiesling  
Vice Chairperson: Mark Cerreta  
Doug Foltz  
Dominic Fonte  
Dan Griffith  
Daniel Peters  
Stephanie Werren

Discuss the North Canton Planning Commission's recommendation to the North Canton City Council for the creation of the Fieldcrest District (Text Amendment & Map Amendment), PC711-17ZA.

2. Ordinance, Rules and Claims Committee

Chairperson: Stephanie Werren  
Vice Chairperson: Doug Foltz  
Mark Cerreta  
Dominic Fonte  
Dan Griffith  
Marcia Kiesling  
Daniel Peters

An ordinance amending Chapter 1701, Minimum Housing Code, specifically subsection 1701.03(d)(1), Notice of Violation, of the Codified Ordinances of the City of North Canton, and declaring the same to be an emergency.

3. Personnel and Safety Committee

Chairperson: Daniel Peters  
Vice Chairperson: Dominic Fonte  
Mark Cerreta  
Doug Foltz  
Dan Griffith  
Marcia Kiesling  
Stephanie Werren

A resolution authorizing the Mayor of the City of North Canton to enter into a Memorandum of Understanding (MOU), by and between the City of North Canton Police Department and the Stark County Sheriff's Office, to support the Stark County OVI Task Force, and declaring the same to be an emergency.

4. Finance and Property Committee

Chairperson: Dan Griffith  
Vice Chairperson: Marcia Kiesling  
Mark Cerreta  
Doug Foltz  
Dominic Fonte  
Daniel Peters  
Stephanie Werren

(a) An ordinance authorizing the Director of Administration of the City of North Canton to request quotes for insurance, including, but not limited to, general liability, personal injury liability, automobile, building and contents, equipment floater, crime, boiler and machinery, and firemen's errors and omissions insurance according to specifications on file in the office of the Director of Administration, and for the Mayor to be authorized, upon Board of Control approval, to enter into a contract(s) for the policy/policies.

(b) An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, to be appropriated from the unappropriated resources of the Capital Improvement Fund to the Equipment Account in the total amount of \$19,000.00 for the current expenses during the fiscal year ending December 31, 2017.

5. Adjourn.

Mary Beth Bailey  
Clerk of Council

North Canton City Council  
Ordinance, Rules and Claims Committee

Ordinance No. - 2017

An ordinance amending Chapter 1701, Minimum Housing Code, specifically subsection 1701.03(d)(1), Notice of Violation, of the Codified Ordinances of the City of North Canton, and declaring the same to be an emergency.

WHEREAS, the City of North Canton wishes to ensure landlords, as described by Ohio's Landlord/Tenant Act, Ohio Revised Code Chapter 5321, comply with the requirements of the City's Minimum Housing Code; and

WHEREAS, the City recognizes that portions of the Minimum Housing Code materially affect residents' health and safety; and

WHEREAS, violations of the Minimum Housing Code that affect residents' health and safety require a more expeditious response than those that do not; and

WHEREAS, to affect a more expeditious response to violations of the Minimum Housing Code that affect residents' health and safety, the Director of Permits shall have the authority to require the landlord to remedy such violations within a reasonable time considering the severity of the violation and the time necessary to remedy them.

WHEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That Chapter 1701, Minimum Housing Code, specifically subsection 1701.03(d)(1), Notice of Violation of the Codified Ordinances of the City of North Canton, be, and the same is hereby amended to read as follows:

(d)(1) Notice of Violation.

Whenever the Superintendent of Permits and Inspection or other City department heads or their representatives find any dwelling, structure or premises, or any part thereof, to be in violation of the provisions of this Housing Code, the Superintendent of Permits and Inspection shall cause written notice thereof to be served upon the operator and owner of record of such property, and to the holder of legal or equitable liens of record upon the real property on which such dwelling, structure, structure, or premises, or any part thereof is located. Such notice shall state the violation therein and require the operator or owner, within a stated reasonable time, which shall not be less than thirty days, to remedy the violation, together with notice of the City's intent to prosecute noncompliance therewith.

If the violation involves the owner or operator's failure to provide necessities, such as heat, running water, etc., specifically those described in Ohio Revised Code subsection 5321.04, Landlord obligations, subsection (6), as may be amended from time to time, the notice described herein shall require the owner or operator to remedy the violation within a reasonable time considering the severity of the violation and the time necessary to remedy it.

Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to authorize the Director of Permits to require prompt repairs for Housing Code violations involving necessities provided to rental or leased properties; provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
David Held, Mayor

ATTEST:

Signed: \_\_\_\_\_, 2017

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

North Canton City Council  
Personnel and Safety Committee

Resolution No. - 2017

A resolution authorizing the Mayor of the City of North Canton to enter into a Memorandum of Understanding (MOU), by and between the City of North Canton Police Department and the Stark County Sheriff's Office, to support the Stark County OVI Task Force, and declaring the same to be an emergency.

WHEREAS, the City of North Canton wishes to reduce the number of alcohol-related fatal automobile accidents and further protect its residents and guests with zero-tolerance enforcement of safety belt and child-safety seat laws; and

WHEREAS, the proposed MOU between the City and the Stark County Sheriff's Office permits the parties herein to utilize an Ohio Traffic Safety Office County OVI Task Force grant from the Ohio Department of Public Safety for staffing and staging OVI checkpoints; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into a MOU, by and between the City of North Canton Police Department and the Stark County Sheriff's Office, to support the Stark County OVI Task Force.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and for the timely implementation of the MOU between the parties so that they may reduce the number of alcohol-related fatal crashes by utilizing, where feasible, a low-manpower sobriety checkpoint model to conduct low-cost, highly-effective, sobriety checkpoints throughout Stark County, together with zero-tolerance enforcement of safety belt and child-safety seat laws during enforcement efforts in targeted areas; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this resolution shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Stark County Sheriff's office**  
**and**  
**North Canton Police Department**

**I. Introduction**

The Memorandum of Understanding (MOU) between the Stark County Sheriff's Office (further known as the Lead Agency) and the North Canton Police Department (further known as the Participating Agency) sets forth the agreement of the parties and establishes the partnership, roles and responsibilities of the parties.

**II. Purpose**

The Lead Agency has received an Ohio Traffic Safety Office (OTSO) County OVI Task Force grant from the Ohio Department of Public Safety (ODPS). The Parties enter into this MOU for the primary purpose of reducing the number of alcohol related fatal crashes and utilize where feasible the low manpower sobriety checkpoint model to conduct low-cost, highly effective sobriety checkpoints throughout Stark County and zero tolerance enforcement of safety belt and child safety seat laws during the enforcement efforts in targeted areas.

**III. Responsibilities of the Parties**

The Participating Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. Law Enforcement Reports: The Participating Agency will report grant related enforcement activity on a monthly basis. The Participating Agency will report OVI related crashes and OVI arrests to the Lead Agency on a monthly basis. This information will be compiled and will assist the Lead Agency in selecting enforcement sites. This information must be submitted to the Lead Agency by the 5<sup>th</sup> of each month, even if no data is to be reported for the month, please submit a report indicating zero activity to report. All financial reimbursement reporting, including an invoice for reimbursement must also be submitted to the Lead Agency by the 5<sup>th</sup> of the month following any activity that was performed by the participating agency.
- b. Training Certification: The Participating Agency will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following types(s) of training as appropriate:
  - i. **OVI Checkpoints**
    1. OIC-Sobriety Checkpoint Training (training in standard procedures and operations associated with staffing and staging OVI checkpoints)

2. Arresting Officers-Standard Field Sobriety Testing (SFST) and/or NHTSA Alcohol Detection Apprehension Prosecution (ADAP)

**ii. Alcohol-related Traffic Enforcement – (Saturation Patrols) Standard Field Sobriety Testing (SFST) and/or NHTSA Alcohol Detection Apprehension Prosecution (ADAP)**

- c. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time/permanent staff are eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.
- d. Safety Belt Policy: The Participating Agency must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- e. Required Activity: All agencies utilizing NHTSA funding for overtime enforcement are required to participate in and report by the required deadlines on the "Drive Sober or Get Pulled Over" national alcohol mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: August 17, 2018 through September 3, 2018.
- f. Participate in and not limited to, organizing, coalition building, enforcement activities, media events (promotion of the task force), development of OVI task force policies, monthly meetings, and in subcommittees as required.

The Lead Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. To assure that the goals, scope of work, evaluations and requirements of the ODPS/OTSO Agreement are met.
- b. Coordinate and maintain organization to meet the needs of the OVI Task Force ODPS/OTSO Agreement.

**IV. Period of Agreement**

This MOU will become effective October 1, 2017. The MOU will terminate on September 30, 2018. Either party may terminate this MOU by providing a 30-day written notice to the other party. In the event this MOU is terminated, the Participating Agency will be reimbursed for any pre-approved law enforcement activities up to the termination date. This MOU is subject to the availability of funds.

**V. Sanctions for Non-compliance**

Should the Participating Agency fail to fulfill any of its MOU duties in a timely manner, the Lead Agency shall notify the Participating Agency in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. The Participating Agency shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.



**VI. Signatures**

\_\_\_\_\_  
Lead Agency

\_\_\_\_\_  
Participating Agency

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Ohio Traffic Safety Office Provisions for Sub-Grantee

The following are provisions that shall be used by the sub-grantee when entering into an agreement (contract) when funds administered by the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) that total \$5,000 or more are used. This provision includes requirements of both the federal and state government.

**Note:** For clarification purposes the word contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

### **PROVISION 1 Security Agreement Disclaimer**

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

### **PROVISION 2 Reporting Requirements**

Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

### **PROVISION 3 Patent Rights/Copyrights**

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor

shall provide the sub-grantee written authorization for the sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

**PROVISION 4 Audit Practices**

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**PROVISION 5 Equal Employment Opportunity (E.E.O.)**

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

**PROVISION 6 Certification Regarding Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

**PROVISION 7 Labor Relations**

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

**PROVISION 8 Assurances Regarding the Parent Agreement**

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the ODPS and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

**PROVISION 9 Record Retention**

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

**PROVISION 10 Liability Disclaimer**

The parties agree that the ODPS, OTSO, is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

**PROVISION 11 Line of Credit**

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:  
National Highway Traffic Safety Administration  
Federal Highway Administration  
Ohio Department of Public Safety  
Ohio Traffic Safety Office

Studies, evaluations, etc., shall also include the following disclaimer.

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office."



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## CITY OF NORTH CANTON

**Michael J. Grimes**

Director of Administration

### Legislation Request

✓ To: Daniel J. Peters, Council President  
Date: October 13, 2017  
Subject: Resolution / Ordinance Request – Participation 2017-2018 OVI Task Force

I am requesting a Resolution / Ordinance by City Council authorizing the Mayor of the City of North Canton to join and enter into a Memorandum of Understanding (MOU) with the Stark County Sheriff's Office (Lead Agency) to participate in the 2017-2018 OVI (operating a vehicle while intoxicated) Countywide Task Force.

EMERGENCY REQUESTED     YES     NO

The City has to sign and submit this agreement as soon as possible for an agency to participate and our agency just received the participation agreement.

Respectfully,

Michael J. Grimes

c: Chief John Minock  
File

RECEIVED

OCT 13 2017

COUNCIL OFFICE  
NORTH CANTON, OHIO

North Canton City Council  
Finance and Property Committee

Ordinance No. - 2017

An ordinance authorizing the Director of Administration of the City of North Canton to request quotes for insurance, including, but not limited to, general liability, personal injury liability, automobile, building and contents, equipment floater, crime, boiler and machinery, and firemen's errors and omissions insurance according to specifications on file in the office of the Director of Administration, and for the Mayor to be authorized, upon Board of Control approval, to enter into a contract(s) for the policy/policies.

WHEREAS, the City wishes to obtain the best price for its insurance policies; and

WHEREAS, a publicly advertised competitive bidding process is recognized as standard protocol to obtain the lowest and best price for such services.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to request quotes for insurance including, but not limited to, general liability, personal injury liability, automobile, building and contents, equipment floater, crime, boiler and machinery, and firemen's errors and omissions insurance according to specifications on file in the office of the Director of Administration.
- Section 2. That the Mayor of the City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract(s) for the policy/policies.
- Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract(s), upon receipt of vouchers duly approved by the proper departmental authority, from appropriations applicable hereto.
- Section 4. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
David Held, Mayor

SIGNED: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council



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## CITY OF NORTH CANTON

**Michael J. Grimes**  
Director of Administration

### Legislation Request

To: Daniel J. Peters, Council President  
Date: October 13, 2017  
Subject: Legislation to Authorize City General Insurance Coverage

I am requesting legislation to authorize the Director of Administration to advertise and receive quotes for the purchase of City General Insurance including but not limited to, general liability, personal injury liability, automobile, building and contents, equipment floater, crime, boiler and machinery and authorizing the Mayor, through the Board of Control, to enter into a contract(s) for the policy / policies.

Note that the City normally seeks quotes for a three (3) year contract and our current insurance contract covering the city ends April 15, 2018. I am submitting this early as this can be a lengthy process involving timely notices and bid reviewing.

EMERGENCY REQUESTED     YES     NO

Respectfully Submitted,

Michael J. Grimes

Copy;  
File

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OCT 13 2017

COUNCIL OFFICE  
NORTH CANTON, OHIO



North Canton City Council  
Finance and Property Committee

Ordinance No. – 2017

An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, to be appropriated from the unappropriated resources of the Capital Improvement Fund to the Equipment Account, in the total amount of \$19,000.00, for the current expenses during the fiscal year ending December 31, 2017.

WHEREAS, North Canton Fire Department EMS Station #2 is in immediate need of an emergency backup generator; and

WHEREAS, the City recognizes the importance of promptly providing its emergency services personnel with the equipment necessary to perform their life-saving missions; and

WHEREAS, the City wishes to promptly appropriate the dollars necessary to purchase Fire Station #2's emergency backup generator.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. To provide for the current expenses and other expenditures of the City of North Canton, during the fiscal year ending December 31, 2017, the following funds, be, and are hereby set aside and appropriated as follows:

Appropriate From:

The unappropriated resources of the 330 Fund CAPITAL IMPROVEMENT FUND	\$19,000.00
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Appropriate To:

330 CAPITAL IMPROVEMENT FUND 330.627.5500 Equipment	\$19,000.00
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Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to issue warrants from appropriations established herein for the payment of vouchers duly approved by the proper departmental authority.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance is necessary to appropriate these dollars to be used towards the purchase of a backup generator for the North Canton Fire Department EMS Station #2. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council



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lbrown@northcantonohio.gov

## CITY OF NORTH CANTON

**Laura Brown**  
Director of Finance

October 19, 2017

TO: Daniel J. Peters  
President of Council

RE: Supplemental Appropriation Request

I am requesting that Council consider legislation appropriating funds in the amount of \$19,000 due to the failure of the backup generator at Station #2 (EMS). The supplemental appropriation is as follows:

- \$19,000 from the Unappropriated Resources of the Capital Improvement Fund to account 330.627.5500

I would request that Council consider passing this on emergency, as the station is currently being backed up by a loaner generator.

Respectfully submitted,

Laura Brown  
Director of Finance

RECEIVED

OCT 23 2017

COUNCIL OFFICE  
NORTH CANTON, OHIO